

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bky. No. 04-44774 (RJK)

Susan M. Mitchell,

Chapter 7 Case

Debtor.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtor and other entities specified in Local Rule 9013-3.

1. M&I Bank FSB (“Movant”) hereby gives notice that a hearing on its Motion for Relief from Stay will be held at 2:00 p.m. on November 4, 2004 in Courtroom No. 8 West, at the U.S. Bankruptcy Court, U.S. Courthouse, at 300 South Fourth Street, Minneapolis, Minnesota, or as soon thereafter as counsel can be heard.

2. Any response to this motion must be filed and delivered not later than November 1, 2004, which is three (3) days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail not later than October 26, 2004, which is seven (7) days before the time set for hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

3. Movant brings this motion pursuant to 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Bankruptcy Rule 9014 and Local Rules 9001-1 to 9019-1. This proceeding involves certain real property of Debtor which is subject to a mortgage lien held by Movant (the “Property”). The Property is located in Renville County, Minnesota, and is more fully described as:

West 110 feet of Lots 2 and 3, and the North 15 feet of the West 110 feet of Lot 6, Block 8, Original Plat of the City of Renville, Renville County, Minnesota.

Movant requests relief from the automatic stay to foreclose its mortgage lien on the Property.

4. The Court has authority to hear and finally determine this motion pursuant to 28 U.S.C. §§ 1334 and 157, 11 U.S.C. § 362(d), and Bankruptcy Rule 5005 and Local Rule 1070-1. The determination of this motion constitutes a core proceeding pursuant to 11 U.S.C. § 157(b)(2)(G). The petition commencing this Chapter 7 case was filed on August 25, 2004. Debtor's case is now pending in the Court.

5. On or about September 20, 2002, Susan M. Mitchell, a single person, executed a certain Mortgage Note and Mortgage Deed covering the Property in favor of M&I Bank FSB. Copies of the Mortgage Note and Mortgage Deed, together with evidence of recording, are attached.

6. Debtor is in default on the mortgage as of September 27, 2004 for four monthly payments for June through September 2004, motion costs and late charges, in the total amount of \$2,370.85. This default will increase to \$2,395.85 on October 10, 2004, when another late charge becomes due. Neither the Chapter 7 Trustee nor the Debtor has made any post-petition payments on the mortgage loan with Movant.

7. The total indebtedness to Movant, as of September 17, 2004, is as follows:

Principal:	\$48,009.08
Interest (to 9/17/04):	1,165.88
Late Charges:	75.00
Costs:	230.50
Motion Costs:	875.00
TOTAL	\$ 50,355.46

8. Interest continues to accrue on the indebtedness at a per diem rate of \$8.51.

9. With respect to property of Debtor or the estate, 11 U.S.C. § 362(d)(2) provides that the Court may terminate or modify the automatic stay if:

- (a) The debtor does not have an equity in such property; and
- (b) Such property is not necessary to an effective reorganization.

10. Movant requests that the Court grant relief pursuant to 11 U.S.C. § 362(d)(2). Debtor has little or no equity in the Property. Debtor listed the market value of the Property in her schedules as \$50,000.00. The indebtedness to Movant currently exceeds Debtor's estimated market value of the Property. Taking into account usual selling expenses of 10% of the selling price, Debtor has no equity in the Property. Debtor's lack of equity in the Property constitutes reason to lift the stay pursuant to 11 U.S.C. § 362(d)(2).

11. Movant requests that any order modifying the automatic stay be effective immediately as allowed under Federal Bankruptcy Rule 4001(a)(3).

12. Movant also requests the Court grant relief pursuant to 11 U.S.C. § 362(d)(1) for cause. Movant is not adequately protected. There is no equity cushion in the Property and neither Debtor nor the Trustee have made any offer of adequate protection.

WHEREFORE, Movant, by its undersigned attorneys, requests relief from the automatic stay provided by 11 U.S.C. § 362(a) for itself and its successors and assignees to foreclose its mortgage lien on the Property, and for such other relief as may be just and equitable.

Dated: September 27, 2004.

BEST & FLANAGAN LLP

By /e/ Patrick B. Hennessy

Patrick B. Hennessy
Atty. Registration No. 124412
Attorneys for M&I Bank FSB
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402-4690
(612) 339-7121

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

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Susan M. Mitchell,

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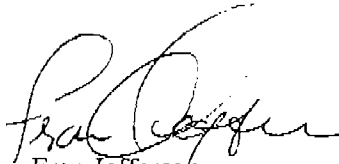
Debtor.

**UNSWORN VERIFICATION AND
DECLARATION REGARDING ELECTRONIC FILING**

Fran Jefferson declares under penalty of perjury under the laws of the United States that:

1. I am the bankruptcy specialist for M&I Bank FSB, ("Movant") and I have been duly authorized by it to verify Movant's Motion for Relief from Stay dated September 27, 2004, (the "Motion") to be filed in the above captioned bankruptcy case.
2. I have read the Motion, know its contents, and state that the same are true and correct to the best of my knowledge, information and belief.
3. I understand that our attorney will scan this Verification and save it in a PDF format to be inserted into the electronic submission of this motion.
4. I consent to the Motion being filed electronically by our attorney with the Clerk of the United States Bankruptcy Court, and that Movant's attorney, Best & Flanagan LLP, will retain the original in its file*.

Dated: 10/6/05


Fran Jefferson
Bankruptcy Specialist

* Best & Flanagan LLP will retain the original of this unsworn declaration in its file for 2 years.

NOTE

September 20, 2002

RENVILLE
(City)

MINNESOTA
(State)

323 2ND STREET NORTHWEST
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 50,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is M&I BANK PEB. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.470 %. This interest rate is the rate I will pay before the maturity of this Note.

After the maturity of this Note (whether by acceleration or lapse of time), I will pay interest on unpaid principal and interest at a yearly rate of 6.470 %.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month beginning on October 25, 2002 and continuing on the same day of each month thereafter until September 28, 2017, which is called the "maturity date." If, on the maturity date, I still owe amounts under this Note, I will pay those amounts in full on that date regardless of the amounts. The Note Holder has no obligation to refinance the payment due on the maturity date. My payments will be applied in such order as Lender elects to charge and amounts due under this Note.

I will make my monthly payment at P.O. BOX 341

MILWAUKEE, WI 53201-0341

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 372.35

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they become due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. The Note Holder will use partial prepayments to reduce the amount of principal that I owe. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

[X] If I prepay this Note during the first 12, 24 or 36 months, I agree to pay a prepayment fee of 3%, 2% or 1%, respectively, of the initial principal amount of this Note unless the prepayment is made in connection with a sale of the property securing this Note or is prohibited by law.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments and Return Check Charge

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of the unpaid amount [X] or \$ 25.00 whichever is greater. I will pay this late charge promptly but only once on each late payment. I agree to pay a charge of \$ 15.00 for each check presented for payment under this Note which is returned unsatisfied.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Unless a lien would be prohibited by law or would render a nontaxable account taxable, I grant to Lender a security interest and lien in any deposit account I may at any time have with Lender.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. INTERPRETATION

Lender is a federal savings bank with its charter located in the state of Nevada. The validity, construction and enforcement of this Note are governed by applicable federal law and Nevada law. Conduct, action or proceedings to recover any collateral or foreclose on any property may be governed by the state in which the collateral or property is located.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Susan M Mitchell (Seal)
SUSAN M MITCHELL -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

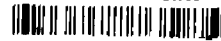
____ (Seal)
____ -Borrower

(Sign original Only)

25279364-70784
Registration Tax Merton of \$ 115.00
paid this 27 day of Oct, 2002.
County Treasurer
Countersigned and Payment Recorded
by Sharon Maurer
County Auditor
Deputy

DOC# A 322523
Certified, Filed and or Recorded on
OCT. 03, 2002 AT 10:00AM

GAIL M. MILLER
OFFICE OF COUNTY RECORDER
RENVILLE COUNTY, MINNESOTA
Fee Amount: \$28.00



36-00850-00

DOCUMENT NO.

REAL ESTATE MORTGAGE

Parcel Identifier No.

SUSAN M MITCHELL, A SINGLE PERSON

2-83295

(Mortgagor,
whether one or more) mortgages, conveys and warrants to M&I BANK FSB (Lender)
in consideration of the sum of **FIFTY THOUSAND DOLLARS AND ZERO CENTS**
Dollars (\$ 50,000.00),
loaned or to be loaned to SUSAN M MITCHELL

(Borrower, whether one or more), evidenced by Borrower's note(s) or agreement dated 09/20/2002, with an original maturity date of
THE SCHEDULE TERM, If not paid earlier, the real estate described below, together with all privileges, hereditaments, easements and
appurtenances, all rents, issues, profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain,
and all existing and future improvements and fixtures (all called the "Property") to secure the Obligations described in paragraph 4 below, including
but not limited to the repayment of the sum stated above plus certain future advances made by Lender. The sum stated above, exclusive of any
amounts advanced by Lender pursuant to Paragraph 4 below, constitutes the "initial amount of the debt" within the meaning of Minn. Stat. § 287.03.

1. Description of Property. (This Property is) ~~NOT~~ the homestead of Mortgagor.) This Property is located in RENVILLE
County, Minnesota.

WEST 110 FEET OF LOTS 2 AND 3, AND THE NORTH 15 FEET OF THE WEST 110 FEET OF LOT 6, BLOCK
8, ORIGINAL PLAT OF THE CITY OF RENVILLE, RENVILLE COUNTY, MINNESOTA.

36-00850-00

- ☐ If checked here, description continues or appears on attached sheet.
☐ If checked here, this Mortgage is a purchase money mortgage.
☐ If checked here, this Mortgage is a "construction mortgage" under M.S.A. § 508.9-015(1)(C).
☐ If checked here, Condominium Rider is attached.
☐ If checked here, this Mortgage secures a revolving line of credit under which advances, payments and readvances may be made from time
to time, and the principal amount of the revolving line secured by this Mortgage at any one time shall not exceed the sum stated above.
2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current
taxes and assessments not yet due and NONE.

3. Escrow. Interest ~~(and principal)~~ be paid on escrowed funds if an escrow is required under paragraph 8(a) of this Mortgage.

4. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus
interest and charges according to the terms of the promissory note or agreement of Borrower to Lender identified above, and any extensions,
renewals or modifications signed by any Borrower of such promissory notes or agreement, and (b) to the extent not prohibited by law, all costs and
expenses of collection or enforcement including the costs and expenses set forth in paragraph 17 (all called the "Obligations"). This Mortgage also
secures the performance of all covenants, conditions and agreements contained in this Mortgage. Unless otherwise required by law, Lender will satisfy
this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) Lender has terminated any line of credit
under which advances are to be secured by this Mortgage, and (c) all other payments required under the Mortgage and the Obligations and all other
terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and
performed.

5. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and
other charges which may be levied or assessed against the Property, or against Lender upon this Mortgage or the Obligations or other debt secured by
this Mortgage, upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

6. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, Lender may
after giving Mortgagor any notice and opportunity to perform which are required by law, perform the duties or cause them to be performed, including
without limitation signing Mortgagor's name or paying any amount so required, and the debt shall be due on demand and secured by this Mortgage,
bearing interest at the highest rate allowed in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the
date of expenditure by Lender to the date of payment by Mortgagor.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended
coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than
the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain
the standard mortgage clause in favor of Lender and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall
be deposited with Lender. Subject to Lender's approval, Borrower is free to select the insurance agent or insurer through which insurance is obtained.
Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's
option, to the installment of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the
improvements on the Property. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the
indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If
Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor; such insurance may be acquired
by Lender solely to protect the interests of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender
shall be in accordance with Paragraph 6.

DOC# A 322523

17. Expenses. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses incurred by Lender in protecting or enforcing its rights under this Mortgage whether incurred before or after judgment or pursuant to any foreclosure proceeding including, without limitation, attorney's fees, fees and expenses for environmental assessments, inspections and audits, and fee and expense for obtaining this evidence.

18. Severability; Governing Law. Invalidity or unenforceability of any provision of this Mortgage shall not affect the validity or enforceability of any other provision. The validity, construction and enforcement of this Mortgage are governed by the laws of Minnesota.

19. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

20. Entire Agreement. This Mortgage is intended by the Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Mortgage. No parol evidence of any nature shall be used to supplement or modify any terms.

21. Copies. The Lender agreed to give the Mortgagor a confirmed copy of all promissory notes and this Mortgage when they are signed or within a reasonable time after this Mortgage is recorded.

The Mortgagor acknowledges receipt of an exact copy of this Mortgage. Signed and Sealed September 20, 2002

(SEAL) Susan M. Mitchell (SEAL)

(Type of Organization) _____ (SEAL)
By: _____ (SEAL)
By: _____ (SEAL)
By: _____ (SEAL)
By: _____ (SEAL)

ACKNOWLEDGEMENT

STATE OF MINNESOTA }
County of RAMSEY }
This instrument was acknowledged before me on Sept. 20, 2002 by _____
(Type of authority, e.g., officer, trustee, etc., if any) (Name(s) of person(s))
_____ (Name of party on behalf of whom instrument was executed, if any)
_____ under the laws of _____

This instrument was drafted by: (Name and Address)

notar. DEBRA BOON

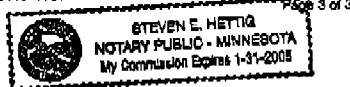
PO BOX 8820

MADEIRA, WI 53758-5920

W. B. A. 428 MN (5/16/98) P31142 0000330
MINNESOTA Notary Public 26278264 / 28884

Notarized To:

Notary Public, _____
My Commission (Expires) (s) _____
Notarized Stamp or Seal
MAX STATE FOR
ANY DOCUMENT REVIEW
POLICE 5920
MADEIRA, WI 53758-5920



Return to:
Foundation Title, LLC
5701 Shingle Creek Parkway,
Suite 520
Brooklyn Center, MN 55430

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bky. No. 04-44774 (RJK)

Susan M. Mitchell,

Chapter 7 Case

Debtor.

MEMORANDUM OF LAW

M&I Bank FSB (“Movant”) has moved for relief from the stay provided by 11 U.S.C. § 362(a) with respect to property of the estate of Debtor as described in the motion. The facts are set forth in the motion. Movant requests relief under both 11 U.S.C. § 362(d)(2) and § 362(d)(1).

1. With respect to property of Debtor or the estate, 11 U.S.C. § 362(d)(2) provides that the Court may terminate or modify the automatic stay if:

- (a) The debtor does not have an equity in such property; and
- (b) Such property is not necessary to an effective reorganization.

As the term is used in § 362(d)(2)(A), “equity” simply means the difference between the value of the property at issue and the total amount of the liens against it. Stewart v. Gurley, 745 F.2d 1194 (9th Cir. 1984).

2. Movant requests that the Court grant relief pursuant to 11 U.S.C. § 362(d)(2). Debtor has little or no equity in the Property. Debtor listed the market value of the Property in her schedules as \$50,000.00. The indebtedness to Movant currently exceeds Debtor’s estimated market value of the Property. Taking into account usual selling expenses of 10% of the selling price, Debtor has no equity

in the Property. Debtor's lack of equity in the Property constitutes reason to lift the stay pursuant to 11 U.S.C. § 362(d)(2).

3. Debtor filed for protection under Chapter 7 of the U.S. Bankruptcy Code and the "effective reorganization" provision of § 362(d)(2)(B) does not apply.

4. 11 U.S.C. § 362(d)(1) authorizes the Court to grant a creditor relief from the automatic stay for "cause", which includes the "lack of adequate protection of an interest in property of [the creditor]". Movant is not adequately protected as contemplated by 11 U.S.C. § 361. The failure of the Chapter 7 Trustee and Debtor to maintain regular periodic payments to Movant demonstrates their inability to provide adequate protection of Movant's mortgage lien on the property.

Dated: September 27, 2004.

BEST & FLANAGAN LLP

By /e/ Patrick B. Hennessy
Patrick B. Hennessy
Atty. Registration No. 124412
Attorneys for M&I Bank FSB
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402-4690
(612) 339-7121

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bky. No. 04-44774 (RJK)

Susan M. Mitchell,

Chapter 7 Case

Debtor.

**DECLARATION REGARDING ELECTRONIC FILING AND
UNSWORN CERTIFICATE OF SERVICE**

I, Kathryn J. Dahl, declare under penalty of perjury that on October 8, 2004, I mailed copies of the Notice of Hearing and Motion, Memorandum of Law, and proposed Order Modifying Automatic Stay of M&I Bank FSB, which documents were electronically filed on October 8, 2004, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

I will scan the original of this Declaration and save it in PDF format and understand it will be inserted into the electronic submission of the motion. I consent to this Declaration being electronically filed with the United States Bankruptcy Court. Best & Flanagan LLP will retain the original of this unsworn declaration in its file for 2 years.

Susan M. Mitchell
323 Second Street NW
PO Box 695
Renville, MN 56284

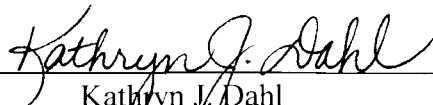
John R. Stoebner, Trustee
120 South 6th Street, Suite 2500
Minneapolis, MN 55402

Raymond R. Waechter
Waechter & Gustafson
328 5th Street SW
Willmar, MN 56201

Office of the U.S. Trustee
1015 U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415

Executed on: October 8, 2004

Signed: _____



Kathryn J. Dahl
Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Bky. No. 04-44774 (RJK)

Susan M. Mitchell,

Chapter 7 Case

Debtor.

ORDER MODIFYING AUTOMATIC STAY

This matter came before the Court for hearing on November 4, 2004, on the motion of M&I Bank FSB, for relief from the automatic stay to foreclose its mortgage lien on certain real property of the Debtors ("Property"). The Property is located in Renville County, Minnesota, and is more fully described as follows:

West 110 feet of Lots 2 and 3, and the North 15 feet of the West 110 feet of Lot 6,
Block 8, Original Plat of the City of Renville, Renville County, Minnesota.

Appearances of counsel were noted on the record. Counsel were heard. Based upon the verified Motion of movant, supporting Memorandum, the files and records herein, and arguments of counsel:

IT IS HEREBY ORDERED that the automatic stay provided by 11 U.S.C. § 362(a) is modified to allow M&I Bank FSB, its successors, and/or its assignees to foreclose its mortgage lien on the Property in accordance with the terms of its Mortgage Note and Mortgage Deed and the laws of the State of Minnesota. Notwithstanding Fed.R. Bankr. P. 4001(a)(3), this order is effective immediately.

Dated: November _____, 2004

Robert J. Kressel
U.S. Bankruptcy Judge